

Judge Hellerstein

08 CV 5035

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CONCORD LINE CO. LTD.,

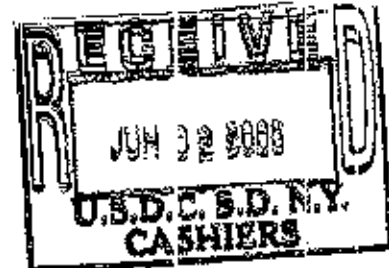
Plaintiff,

- against -

JUST OIL & GRAIN PTE LTD. a/k/a JUST OIL
SINGAPORE f/k/a TOP GRAIN PTE LTD. and
TROPICAL OIL PRODUCTS PTE. LTD.,

Defendants.

08 Civ. _____



VERIFIED COMPLAINT

Plaintiff, CONCORD LINE CO. LTD., ("Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, JUST OIL & GRAIN PTE LTD. a/k/a JUST OIL SINGAPORE f/k/a TOP GRAIN PTE LTD. ("Just Oil") and TROPICAL OIL PRODUCTS PTE LTD. ("Tropical") (collectively referred to as "Defendants") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the reach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law with an address in Seoul, South Korea.

3. Upon information and belief, Defendant Just Oil was, and still is, a foreign corporation, or other business entity organized and existing under the laws of Singapore.

4. Upon information and belief, Defendant Tropical was, and still is, a foreign corporation, or other business entity organized and existing under the laws of Singapore and was at all material times a trade name, alias, alter-ego, paying agent, joint venturer and/or affiliated company of Defendant Just Oil.

COUNT I

5. At all material times, Plaintiff was the disponent Owner of the ocean going motor vessel "BROTHER SKY."

6. By a charter party dated February 21, 2007, Plaintiff chartered the M/V BROTHER SKY to Just Oil and/or Tropical for the carriage of cargo by sea. *See Charter Party dated February 21st annexed hereto as Exhibit "1."*

7. During the course of the charter, disputes arose between the parties regarding Defendants' failure to pay demurrage charges due and owing to Plaintiff under the charter party contract. *See laytime calculation annexed hereto as Exhibit "2."*

8. As a result of Defendants' breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$24,436.60, exclusive of interest, arbitration costs and attorneys fees. *See Debit Notice annexed hereto as Exhibit "3."*

9. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in Hong Kong with English Law to apply.

10. Despite due demand, Defendants have failed and/or refused to pay Plaintiff the amounts due and owing under the February 21st charter party.

11. Thus, Plaintiff will initiate proceedings in Hong Kong after the commencement of this action and jurisdiction is obtained over Defendant(s).

12. This action is brought in order to obtain jurisdiction over Defendant(s) and also to obtain security for Plaintiff's claims and in aid of arbitration in Hong Kong.

13. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claim:	\$24,436.60
B.	Interest on claim: 3 years at 7.5%, compounded quarterly	\$6,102.22
C.	Estimated attorneys' fees and arbitration costs:	\$5,000.00
Total		\$35,538.82

COUNT II

14-17. Paragraphs 1 through 4 of this Verified Complaint are incorporated by reference in this Second Count as if set forth herein at length.

18. At all material times, Plaintiff was the disponent Owner of the ocean going motor vessel "FU YUAN 6."

19. By a charter party dated November 14, 2006, Plaintiff chartered the M/V FU YUAN 6 to Just Oil and/or Tropical for the carriage of cargo by sea. *See November 14th Charter Party annexed hereto as Exhibit "4."*

20. During the course of the charter, disputes arose between the parties regarding the Defendants' failure to pay demurrage charges due and owing to Plaintiff under the charter party contract. *See laytime calculation annexed hereto as Exhibit "5."*

21. As a result of Defendants' breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$4,377.82, exclusive of interest, arbitration costs and attorneys fees. *See Exhibit "3."*

22. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in Hong Kong with English Law to apply.

23. Despite due demand, Defendants have failed and/or refused to pay Plaintiff the amounts due and owing under the November 14th charter party.

24. Plaintiff will initiate proceedings in Hong Kong after the commencement of this action and jurisdiction is obtained over Defendant(s).

25. This action is brought in order to obtain jurisdiction over Defendant(s) and also to obtain security for Plaintiff's claims and in aid of arbitration in Hong Kong.

26. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claim:	\$4,377.82
B.	Interest on claim: 3 years at 7.5%, compounded quarterly	\$1,093.21
D.	Estimated attorneys' fees and arbitration costs:	\$1,000.00
Total		\$6,471.03

COUNT III

27-30. Paragraphs 1 through 4 of this Verified Complaint are incorporated by reference in this Third Count as if set forth herein at length.

31. At all material times, Plaintiff was the disponent Owner of the ocean going motor vessel "FU YUAN."

32. By a charter party dated June 29, 2007, Plaintiff chartered the M/V "FU YUAN" to Just Oil and/or Tropical for the carriage of cargo by sea. *See June 29th Charter Party annexed hereto as Exhibit "6."*

33. During the course of the charter, disputes arose between the parties regarding the Defendants' failure to pay demurrage charges due and owing to Plaintiff under the charter party contract. *See laytime calculation annexed hereto as Exhibit "7."*

34. As a result of Defendants' breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$5,166.67, exclusive of interest, arbitration costs and attorneys fees. *See Exhibit "3."*

35. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in Hong Kong with English Law to apply.

36. Despite due demand, Defendants have failed and/or refused to pay Plaintiff the amounts due and owing under the June 29th charter party.

37. Plaintiff will initiate proceedings in Hong Kong after the commencement of this action and jurisdiction is obtained over Defendant(s). English law will be applied to the dispute.

38. This action is brought in order to obtain jurisdiction over Defendant(s) and also to obtain security for Plaintiff's claims and in aid of arbitration in Hong Kong.

39. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claims:	\$5,166.87
B.	Interest on claims: 3 years at 7.5%, compounded quarterly	\$1,290.20
E.	Estimated attorneys' fees and arbitration costs:	\$3,000.00
Total		\$9,456.87

AS AND FOR ALL COUNTS

40. Upon information and belief Tropical is merely a shell-corporation through which Just Oil conducts its business, or vice versa.

41. Upon information and belief, Defendant Tropical has no separate, independent identity from Defendant Just Oil.

42. Tropical is the alter ego of Just Oil because Tropical dominates and disregards the corporate form of Just Oil to the extent that Tropical Oil is actually carrying on the business and operations of Just Oil as if the same were its own or vice versa.

43. In the alternative, upon information and belief, at all material times, Just Oil chartered the vessels BROTHER SKY, FU YUAN 6 and FU YUAN from Plaintiff in the name of Defendant Tropical, such that Defendant Tropical was at all material times the actual charterer of the BROTHER SKY, FU YUAN 6 and the FU YUAN.

44. In correspondence with Plaintiff, Tropical repeatedly refers to the charters set forth above as its charters and uses its name interchangeably with Just Oils.

45. Furthermore, Tropical and Just Oil share a common office/address: 10 Raffles Quay, # 41-08 Hong Leong Building, Singapore.

46. Based on the foregoing, as well as other activities, the Defendants Just Oil and Tropical should be considered as a single economic unit with no corporate distinction between or among them, rendering each liable for the debts of the others, and all assets of Tropical susceptible to attachment and/or restraint for the debts of Just Oil or its other alter-egos.

47. By virtue of the foregoing, Defendant Tropical is properly considered a party to the subject contract and the Hong Kong proceedings as the alias and/or alter-ego of Defendant Just Oil.

48. In the further alternative, Defendants are partners and/or joint venturers such that the Tropical is now, or will soon be, holding assets belonging to Just Oil, or vice versa.

49. In the further alternative, Defendants are affiliated companies such that Tropical is now, or will soon be, holding assets belonging to Just Oil, or vice versa.

50. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants.

51. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That the Court retain jurisdiction to compel the Defendant(s) to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;
- C. That pursuant to 9 U.S.C. §§ 201 *et. seq.* and/or the principles of comity, this Court recognize and confirm any award and/or judgment rendered on the claims had herein as a Judgment of this Court;
- D. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendants, the amount of \$53,466.72 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court
- F. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof.

G. That in the alternative, this Court enter Judgment against Defendants on the claims set forth herein;

H. That this Court award Plaintiff its attorney's fees and costs of this action; and

I. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 2, 2008
New York, NY

The Plaintiff,
CONCORDE LINE CO. LTD.

By: 

Nancy R. Peterson (NP 2871)
Patrick F. Lennon (2162)
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - fax
nrp@lenmur.com
pfl@lenmur.com

ATTORNEY'S VERIFICATION

State of New York)
)
County of New York) ss.: City of New York

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 2, 2008
 New York, NY


Nancy R. Peterson

EXHIBIT "1"

페이지 1/2

concord line

보낸 사람: "concord line" <concord@concordline.co.kr>
 받는 사람: "C.JUST OIL" <pceter@popo.com.sg>
 보낸 날짜: 2007년 2월 21일 수요일 오후 7:10
 제목: MB BROTHER SKY EX DUMAI TO SKOREA

F PARK/CHK

RE MV.B SKYI

HERWITH RECAP OF FIXTURE

- A/C : JUST OIL
- VSL : MV BROTHER SKY
- 1998 BUILT, KOREA FLAG, TD:
- GENERAL CARGO SHIP, 6,607 KT
- DWT on 7.57M SSW, GRT/NGT 4,743/2,239
- GR/BL 10,431/9,940 CBM,
- LOA/BM 96.70/17.7M, 2H/2H, 25T x3;
- ADA
- CGO QTY : M/M 6,000MT PKE IN BULK S/F AET 1.75WOG
- L/D PORT : 1/2 SB 1SP DUMAI INDON/1SP ULSAN N/O KUNSAN SKOREA
- L/CAN : 8/12 MAR '07
- FRT : USD25.00/PMT FLOST BSS 1/1
- ADD FRT : USD2.00/PMT ON ENTIRE CGO IF 2ND PORT USED
- L/D RATE : 1,500MT-PWWD SHEX UU/KFA
- PAYMNT : FULL FRT TO BE PAID W/ 3 BKG DYS ACOL N S/R BSL
- MARKED "FRT PAYABLE AS PER C/P" OR
- "FRT PREPAID" AGAINST CHTRS LOI ON OWS PNI WOROG
- BUT ALWAYS B.B.B
- DEM/DES AT L/PORT : USD3,000/DHD
- AT D/PORT : USD600/DHD
- FUMIGATN IF ANY TO BE ARRANGD BY CHTRS IN THEIR COST/RISK
- EXPENSE INCL CREW TRANSFERRING/LODGE/FOOD
- OWS TO ALLOW FREE TIME OF FUMIGATN 48HRS AT D PORT
- IN CASE ORIG BSL UNAVAILABLE AT D/PORT IN TIME, OWS/AGENT
- TO RELEASE ENTIRE CGO AGAINST RCVR'S FIRST CLSSS BANK GTEE
- SHORE CRANE IF ANY TBF CHTRS A/C
- N.O.R TO YENDER BSS VSL ARRIVAL PILOT STATN W.W.W.W
- MASTER TO GIVE NOON REPORT EVERY 2 DYS TO CHTRS AFT SAILG FM L/PORT
- SHOWG VSL'S EXACT POSITN/SPEED/ETA D/PORT
- CAP IF ANY TBF CHTRS A/C
- L/UTIME AT L/PORT AS PER GENCON U/S
- DUNNAGE, SEPA MATS IF REQUESTED TB FOR CHTRS ACOT
- CGO QTY ON BSL AS DRAFT SURVEY AT SHIPPERS/RECEIVERS ACOT.
- ANY TAXES/DUE ON VSL/FR TO BE FOR OWS A/C
- THE SAME ON CGO TBF CHTRS A/C
- LIGHTERAGE/LIGHTENING IF ANY TBF CHTRS A/C
- OWS AGEN AT L/PORT/CHTRS AGENT AT D/PORT WITH REASONABLE PORT D/A
- OTHERWISE AS PER GENCON C/P REVISED 76
- ARBI IN N.K ENGLISH LAW TO APPLY

2007-10-21

페이지 2/2

-1.25 ADD
END

PLS ADV

BRGDS

=====

CONCORD LINE CO., LTD. SEOUL
TEL : 82-2-739-8475
FAX : 82-2-739-8478
IT FAX : 82-0505-577-3088
ADH : 82-0505-500-3088
E-MAIL: CONCORD@CONCORDLINE.CO.KR
M.B : 011-2979-3088

=====

2007-02-21

EXHIBIT "2"

CONCORD LINE CO., LTD

3919, KwangHwaMunSeoDae B/D 74 NaeSe-Dong, JongNo-Gu, Seoul 110-070 KOREA
 TEL : 82-2-739-9475 FAX : 82-2-739-9478 E-MAIL : concord@concordline.co.kr

DATE: 2-May-4

☒ MESSRS: JUST OIL & GRAIN PTE/MR PETER PARK**LAYTIME CALCULATION(LOADING PORT)**☐ VESSEL: BROTHER SKY☐ PORT: DUMAI

DATE	DAY	DESCR.		TIME USED			REMARK
		FM	TO	DAY	HR	MIN	
MAR	6	TUE	1005				ARRIVED
	7	WED					
	8	THU			11		COMM L/T(1300-)
	9	FRI		1			
	10	SAT		1			
	11	SUN		1			
	12	MON		1			
	13	TUE		1			
	14	WED		1			
	15	THU		1			
	16	FRI		1			
	17	SAT		1			COMM LOADG(1240-)
	18	SUN		1			
	19	MON		1			
	20	TUE		1			
	21	WED	0830		8	30	COMPLETED LOADG
- TIME USED				12 D	19 H	30 M	

- CARGO QTY: 6,000.450 MT

- TIME ALLOWED: 4.0003 D / (40 0H 0M)

- LOADING RATE: 1,500 MT PWWO SHEX UU

- TIME USED: 12.8125 D / (12D 19H 30)

- DEM/DES RATE: USD 3,000 / USD 1,500

- TIME LOST: 8.8122 D / (8D 19H 30)

- N.O.R TENDERED: 1005 / 6 / MAR

= DEMURRAGE : USD 26,436.60 (8.8122 D X USD3,000)

EXHIBIT "3"

CONCORD LINE CO., LTD

#819, KwangHwaMunSeoDae B/D 74 NaeSu-Dong, JongNo-Gu, Seoul 110-070 KOREA

TEL : 82-2-739-9475 FAX : 82-2-739-9478 E-MAIL : concord@concordline.co.kr

DATE : 24th Jul '11

Ref. No : C7-0724

DEBIT NOTE

TO : JUST OIL & GRAIN PTE / MR PETER PARK

FM : CONCORD LINE

Fixure
22/07/11

DESCRIPTION	DEBIT	CREDIT
<input type="checkbox"/> <u>MV BROTHER SKY</u>		
- DEMURRAGE FOR LOADING (FM 6TH MAR - TO 21ST MAR / DUMAI)	USD 26,436.60	
<input type="checkbox"/> <u>MV FU YUAN 6</u>		
- DEMURRAGE FOR LOADING (FM 7TH APR - TO 14TH APR / DUMAI)	USD 4,377.82	
<input type="checkbox"/> <u>MV FU YUAN</u>		
- DEMURRAGE FOR LOADING (FM 12TH JUL - TO 20TH JUL / DUMAI)	USD 5,166.67	
SUB TOTAL	USD 35,981.09	USD 0.00
BALANCE DUE TO OWNER		USD 35,981.00
GRAND TOTAL	USD 35,981.09	USD 35,981.00

THIS IS TO CERTIFY THAT ABOVE STATEMENT IS TRUE AND CORRECT.

- BANK A/C

KOREA EXCHANGE BANK NAEJADONG BRANCH

A/C : 096-JSD-100782-1

IN FAVOR OF "CONCORD LINE CO., LTD"



CONCORD LINE CO., LTD

EXHIBIT "4"

01.01.01

concord line

보낸 사람: "concord line" <concord@concordline.co.kr>
 받는 사람: "C JUST OIL" <peter@topb.com.sg>
 참조: "C JUST OIL PTE LT." <peter@justoil.com.sg>
 보낸 날짜: 2008년 11월 14일 화요일 오후 4:07
 제목: CGO EX BITUNG N EX DUMAI TO S KOREA

PETER PARK/CHK

AS PER TELCON

RE CGO EX BITUNG

PLSD TO OFFR AS F:

FUYUAN/6

-A/C : JUST OIL
 -VSL : CONCORD TBN TWIN S/D, GEAR MIN 15MT
 -CGO QTY : 6,800/5PCT MOLCO C MEAL IN BULK S/F ABT 1.75WOG
 BUT UP TO VSL'S CAPA
 -L/D PORT : 156P BITUNG (INDON) / 156P KUNSAN OR ULSAN OR INCHON SKOREA
 -L/CAN : FEB '07 WCH TO BE NARROWED
 -FRT : USD27.50PMT FIOST BSS 1/1
 -L/D RATE : CQD/KPA
 -PAYMNT : FULL FRT TO BE PAID W/I 3 BKG DYS ACOL N S/R BSS/L
 MARKED "FRT PAYABLE AS PER C/P" OR
 "FRT PREPAID" AGAINST CHTRS LOI ON OWS ENI WOROG
 BUT ALWAYS B.B.B
 -DEM/DES : USD600.00/DHD AT D/PORT
 -FUMIGATN IF ANY TO BE ARRANGED BY CHTRS IN THEIR COST/RISK
 EXPENSE INCL CREW TRANSFERRING/LODGE/FOOD
 OWS TO ALLOW FREE TIME OF FUMIGATN 48HRS AT D PORT
 -IN CASE ORIG BSS/L UNAVAILABLE AT D/PORT IN TIME, OWS/AGENT
 TO RELEASE ENTIRE CGO AGAINST RCVR'S FIRST CLSSS BANK GTEE
 -SHORE CRANE IF ANY TBF CHTRS A/C (EVEN THOUGH STEVECORE
 /LABOUR REQUIREMENT) UNLESS VSL'S GEAR PROBLEM
 FOR YR REF FOR INCHON : SHORAE CRANE CHARGE ROUGHLY ABT 1.50PMT
 N.O.R.T.O YENDER BSS VSL ARRIVAL PILOT STATN W.W.W.W
 -MASTER TO GIVE NOON REPORT EVERY 2 DYS TO CHTRS AFT SAILG FM L/PORT
 SHOWG VSL'S EXACT POSITN/SPEED/ETA D/PORT
 -OAP IF ANY TBF CHTRS A/C
 -TWIN SUR-CHARGE IF ANY TBF OWS A/C FOR KUNSAN N ULSAN
 -TWIN SUR-CHARGE IF ANY TBF CHTRS CONTRIBUTE USDC.5 AT INCHON
 -DUNNAGE, SEPA MATS IF REQUESTED TB FOR CHTRS ACCT
 -CGO QTY DN BSS/L AS DRAFT SURVEY AT SHIPPERS/RECEIVERS ACCT.
 -ANY TAXES/DUE ON VSL/FR TO BE FOR OWS A/C
 -THE SAME ON CGO TBF CHTRS A/C
 -LIGHTSPACE/LIGHTENING IF ANY TBF CHTRS A/C
 -CHTRS AGENT AT BENOS WITH REASONABLE PORT D/A
 -OTHERWISE AS PER GENCON C/P REVISED 76:
 -ARBI IN H.K ENGLISH LAW TO APPLY
 1.25 ADD COM
 ND

2007-04-22

영미지

RE FKE EX DUMAI TO SKOREA

FUYUAN 6

-A/C: JUST OIL
 -VSL: CONCORD TBN TYN S/D, GEAR MIN 15MT
 -CGO QTY: TTTL CGO 20,000MT FOR FEB/MARCH '07
 -BOTTOM SIZE: 5.250/5PCT MOLCO FKE IN BULK S/F ABT 1.55WOG
 OR 8.300MT/5PCT MOLCO
 -L/D PORT: 1SBP DUMAI INOON /1SBP KUNSAN OR ULSAN OR INCHON SKOREA
 -L/CAN: FEB '07/MAR '07 WCH TO BE NARROWED
 -FRT: USD29.50PMT FIOT BSS 1/1 FOR 5,000MT BSS
 USD26.00PMT FIOT BSS 1/1 FOR 8,000MT BSS
 -L/D RATE: 1,500MT PWWD SHEX UU/KFA
 -PAYMNT: FULL FRT TO BE PAID W/I 8 SKG DYS ACOL N S/R BS/L
 MARKED "FRT PAYABLE AS PER C/P" OR
 "FRT PREPAID" AGAINST CHTRS LOI ON OWS PNI WORDG
 BUT ALWAYS B.B.B
 -DEM/DES AT L/PORT: USD3,000/DHD
 -DEM/DES AT D/PORT: USD600.00/DHD
 -FUMIGATN IF ANY TO BE ARRANGED BY CHTRS IN THEIR COST/RISK
 EXPENSE INCL CREW TRANSFERRING/LODGE/FOOD
 OWS TO ALLOW FREE TIME OF FUMIGATN 48HRS AT D PORT
 -IN CASE ORIG BS/L UNAVAILABLE AT D/PORT IN TIME, OWS/AGENT
 TO RELEASE ENTIRE CGO AGAINST REVR'S FIRST CLSSS BANK GTEE
 -SHORE CRANE IF ANY TBF CHTRS A/C EVENTHOUM STEVEDORE
 /LABOUR REQUIREMNT UNLESS VSLS GEAR PROBLEM
 FOR YR REF FOR INCHON: SHORAE CRANE CHARGE ROUGHLY ABT 1.50PMT
 -N.O.R TO YENDER BSS VSL ARRIVAL PILOT STATN W.W.W.W
 -MASTER TO GIVE NOON REPORT EVERY 2 DYS TO CHTRS AFT SAILS FM L/PORT
 SHOWG VSLS EXACT POSITN/SPEED/ETA D/PORT
 -OAP IF ANY TBF CHTRS A/C
 -TWN SUR-CHARGE IF ANY TBF OWS A/C FOR KUNSAN N ULSAN
 TWN SUR-CHARGE IF ANY TBF CHTRS CONTRIBUTE USD0.5 AT INCHON
 -DUNNAGE, SEPA MATS IF REQUESTED TB FOR CHTRS ACCT
 -CGO QTY ON BS/L AS DRAFT SURVEY AT SHIPPERS/RECEIVERS ACCT.
 -ANY TAXES/DUE ON VSL/FR TO BE FOR OWS A/C
 THE SAME ON CGO TBF CHTRS A/C
 -LIGHTERAGE/LIGHTENING IF ANY TBF CHTRS A/C
 -CHTRS AGENT AT BENDS WITH REASONABLE PORT D/A
 -OTHERWISE AS PER GENCON C/P REVISED 76
 -ARBI IN H.K ENGLISH LAW TO APPLY
 -1.25 ADD COM
 IND

LS ADV

REGOS

CONCORD LINE CO.,LTD. SEOUL

TEL: 82-2-739-9475

FAX: 82-2-739-9476

FAX: 82-0505-577-9088

CH: 82-0505-500-3088

2007-04-1

EXHIBIT "5"

CONCORD LINE CO., LTD

#919, KwangHwaMunSeoDae B/D 74 NaeSu-Dong, JongNo-Gu, Seoul 110-370 KOREA

TEL: 82-2-739-9475 FAX: 82-2-739-9478 E-MAIL: concord@concordline.co.kr

DATE: 2-May-08

☒ MESSRS: JUST OIL / MR PETER PARK**LAYTIME CALCULATION(LOADING PORT)**☐ VESSEL: FU YUAN 6☐ PORT: DUMAI

DATE	DAY	DESCR.		TIME USED			REMARK
		FM	TO	DAY	HR	MIN	
APR 7	SAT	1410					ARRIVED
8	SUN						
9	MON	0600			12		COMM L/T, RAIN(0000-1000,2200-2400)
10	TUE				20		RAIN(0400-0600)
11	WED				12	10	COMM LOADG(0810-), RAIN(0015-0810,0855-1250)
12	THU			1			
13	FRI				18	25	RAIN(0235-0810)
14	SAT		2030		20	30	COMPLETED LOADG
- TIME USED				4 D	11 H	5 M	

- CARGO QTY: 4,503.796 MT

- TIME ALLOWED: 3.0025 D / (30 OH 4M)

- LOADING RATE: 1,500 MT PWWD SHEX UU

- TIME USED: 4.4618 D / (4D 11H 5M)

- DEM/DES RATE: USD 3,000 / USD 1,500

- TIME LOST: 1.4593 D / (1D 11H 4M)

- N.O.R TENDERED: 1410 / 7 / APR

- DEMURRAGE: USD 4,377.82 (1.4593 D X USD3,000)

EXHIBIT "6"

페이지 11

concord line

보낸 사람: "concord line" <concord@concordline.co.kr>
 받는 사람: "C JUST OIL" <peter@topb.com.sg>
 참조: "C JUST OIL" <peterpark24@gmail.com>
 보낸 날짜: 2007년 6월 29일 금요일 오후 5:17
 제목: RE FU YUAN-JUST OIL

P PARK/CHK

RE PKE EX DUMAI TO SKOREA

HEREWITH RECAP OF FIXTURE

-A/C : JUST OIL

-VSL : M/S FU YUAN

137,537 DWT ON 7,184M, S/D, 2000, Q/N 4,764/2,258.

LOA/S/D 101.13/19.00/9.50M, DEERICK 30TX3, 2H2H NO.1/20.30 NO.2/35.00X10.00H
 BALE/GRAIN 9,529.33/9,259.14 M3

-BOTTOM SIZE : MIN 6,000MT UPTO VSL'S F CAPA AT CHTRS OPTN

PKE IN BULK S/F ABT 1.55WOG

-L/D PORT : 1SBP DUMAI INDON /1SBP KUNSAN N/OR ULSAN OR INCHON SKOREA

-L/CAN : 10/15 JUL '07 (VSL'S ETA ABT 10/12TH JUL)

-FRT : USD30.00PMT FIOST BSS 1/1

ADD FRT USD1.75PMT ON ENTIRE CGO IF 2ND PORT USED

-L/O RATE : 1,500MT PYWD SHEX UU/KFA

-PAYMT : FULL FRT TO BE PAID W/ 3 BKG DYS ACOL N S/R BS/L

MARKED "FRT PAYABLE AS PER C/P" OR

"FRT PREPAID" AGAINST CHTRS LOI ON OWS PNI WORDG

BUT ALWAYS B.B.B

-DEM/DES AT L/PORT : USD4,000/DHD

-DEM/DES AT D/PORT : USD600.00/DHD

-FUMIGATN IF ANY TO BE ARRANGD BY CHTRS IN THEIR COST/RISK
 EXPENSE INCL CREW TRANSFERRING/LODGE/FOOD

OWS TO ALLOW FREE TIME OF FUMIGATN 48HRS AT D PORT

IN CASE ORIG BS/L UNAVAILABLE AT D/PORT IN TIME, OWS/AGENT

O RELEASE ENTIRE CGO AGAINST ROVR'S FIRST CLSSS BANK GTEE

SHORE CRANE IF ANY TBF CHTRS A/C EVENTHOUGH STEVEDORE

/LABOUR REQUIREMNT UNLESS VSL'S GEAR PROBLEM

N.O.R TO YENDER BSS VSL ARRIVAL PILOT STATN W.W.W.W

MASTER TO GIVE NOON REPORT EVERY 2 DYS TO CHTRS AFT SAILG FM L/PORT

SHOWG VSL'S EXACT POSITN/SPEED/ETA D/PORT

OAP IF ANY TBF CHTRS A/C

DUNNAGE, SEPA MATS IF REQUESTED TB FOR CHTRS ACCT

CGO QTY ON BS/L AS DRAFT SURVEY AT SHIPPERS/RECEIVERS ACCT,

ANY TAXES/DUE ON VSL/FR TO BE FOR OWS A/C

THE SAME ON CGO TBF CHTRS A/C

LIGHTERAGE/LIGHTENING IF ANY TBF CHTRS A/C

CHTRS AGENT AT BENDS WITH REASONABLE PORT D/A

L/PORT IS PCM LINE

OTHERWISE AS PER GENCON C/P REVISED 76

ARBI IN H.K ENGLISH LAW TO APPLY

1.25 ADD COM

2007-06-2

페이지 2

END

PLS ADV

ERGDS

CONCORD LINE CO., LTD. SEOUL
TEL : 82-2-739-9475
FAX : 82-2-739-9478
IT FAX : 82-0505-577-3088
ACH : 82-0505-500-3088
E-MAIL : CONCORD@CONCORDLINE.CO.KR
M.S : 011-9975-3088

EXHIBIT "7"

CONCORD LINE CO., LTD

#919, KwangHwaMunSeoDae B/D 74 NamSu-Dong, JongNo-Gu, Seoul 110-070 KOREA

TEL: 82-2-739-5473 FAX: 82-2-739-5478 E-MAIL: concord@concordline.co.kr

Date : 23 Jul 08

Ref No : L2-0723

☒ MESSRS : Just Oil / Mr. Peter Park**LAYTIME CALCULATION(LOADING PORT)**☐ VESSEL : Fu Yuan☐ PORT : DUMAI

DATE	DAY	DESCR.		TIME USED			REMARK
		FM	TO	DAY	HR	MIN	
JUL 12	THU	2100					ARRIVED.
13	FRI	1300			5		COMMENCED L/T, RAIN(1800-2400)
14	SAT				23		RAIN(0600-0700)
15	SUN						
16	MON				13	10	RAIN(0000-0430, 1710-2330/ TTL 10H 5(M)
17	TUE	1515		1			COMMENCED LOADG
18	WED				19	40	RAIN(1310-1510, 1800-2020/ TTL 4H 20(M)
19	THU			1			
20	FRI		1810		18	10	COMPLETED LOADG
- TIME USED				5 D	7 H	0 M	

- CARGO QTY : 6,000.000 MT

- TIME ALLOWED : 4.0000 D / (4D 0H 0M

- LOADING RATE : 1,500 MT / WWD SHEX QU

- TIME USED : 5.2917 D / (5D 7H 0M

- DEM/DES RATE : USD 4,000 / USD 2,000

- TIME LOST : 1.2917 D / (1D 7H 0M

- N.O.B TENDERED : 2100 / 12 / JUL

= DEMURRAGE : USD 5,166.67 (1.2917 D X USD4,000